

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	EGGERKING ESTATES
PROJECT ADDRESS:	337 Eggerking Road Kapaa, Hawaii 96748
REGISTRATION NUMBER:	6296
EFFECTIVE DATE OF REPORT:	June 8, 2010
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>September 16, 2008</u> <input type="checkbox"/> Amended Report dated _____ <input checked="" type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>September 16, 2008</u> <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	MOLLY JEANETTE JONES

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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The following documents reflect changes to the Developer's Public Report for the EGGERKING ESTATES condominium dated September 16, 2008.

1. Apartment Deed dated July 23, 2009 recorded as Document No. 2009-118251 of the conveyance of Condominium Unit No. 1 and Condominium Unit No. 2 together with 100% of the common elements of the EGGERKING ESTATES, condominium project established by Declaration of Condominium Property Regime dated July 22, 2008, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2008-121037, as shown on Condominium Map No. 2474, and any amendments thereto, from Ann Michiko Hanamura, Trustee of the Ann Michiko Hanamura Revocable Living Trust, as Grantor to Molly Jeanette Jones, married, as Grantee, as Tenant I Severalty, her heirs and assigns, in fee simple the property described in the deed.
2. First Amendment to the Declaration of Condominium Property Regime of EGGERKING ESTATES, condominium project dated February 22, 2010 recorded on April 7, 2010 as Document No. 2010- 045987 by Molly Jeanette Jones, as Declarant, in the Bureau of Conveyance, State of Hawaii and the amendment of Condominium Map No. 2474 amending Unit 1 to include the residential dwelling and Unit 2 the garage and redistributing the limited common element land area of both units and providing for a septic system easement area for the construction of a septic system servicing both units.
3. Exclusive Right to Sell Listing Agreements dated February 3 and 6, 2010 between Molly Jeanette Jones, Seller, and Pacific Ocean Properties, Inc., as Broker, for the sale of Units 1 and 2 as described in the Declaration of Condominium Property Regime of EGGERKING ESTATES condominium project dated July 22, 2008 and described in Condominium Map No. 2474, as amended.
4. Revised Escrow Agreement between Molly Jeanette Jones and Title Guaranty Escrow Services, Inc.
5. Replaced Sales Contract Addendum and Specimen Apartment Deed to reflect Molly Jeanette Jones as Seller and Grantor.
6. Replaced the Condominium Map 2474 in its entirety together with the amended certificates of the Surveyor and Architect, revised metes and bounds description, common elements and limited common elements.

Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

Special Notice page 1a, paragraph 1 is amended to read as follows: There is presently one (1) residential dwelling unit and one (1) garage unit in the Project.

Page 3, paragraph 1.2 Building and other improvements the following items are amended to read as follows:

Number of buildings Two (2)

Number of converted buildings Two (2)

Page 3, the following paragraph is amended as follows:

Paragraph 1.3 Unit Types and Uses of Units and the description is amended to read as follows:

Unit	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas	Total Area
1	1	3/1	1,800 s.f.	180 s.f.	Porch/lanai	1,980 s.f.
1	1	1 garage/ 1 bath	780 s.f.	195 s.f.	Mech/equip/ lanai	975 s.f.

Page 5 paragraph 1.12 Encumbrances Against Title in Exhibit F. The date of the title report is April 14, 2010.

Page 6, paragraph 1.13 Uses Permitted by Zoning and Zoning Compliance Matters the last item "Type of Uses" is amended as follows:

X Other (specify) Garage One Use permitted by Zoning (x) Yes Zoning R-6

Page 7, paragraph 1.115 Conversion is amended to add as to the conditions the following:

The architect's condition report for Dwelling structure includes the garage which was separated into a separate unit 2 by an Amendment to the Declaration of Condominium Property Regime and has the same expected useful life in excess of twenty (20) years.

Page 9 the following paragraphs are amended as follows:

2.1 Developer Name: MOLLY JEANETTE JONES

Business address: 337 Eggerking Road, Kapaa, Hawaii 96746

Business Phone Number: (808) 6358766

E mail address: moljones@yahoo.com

2.2 Real Estate Broker: Name: Pacific Ocean Properties, Inc.

Business address: 2253 Poipu Road, Koloa, Hawaii 96756

Business Phone Number: (808) 6426425

E mail address: gy3@hawaiiantel.net

2.6 Attorney for Developer Name: Hiroshi Sakai

Business address: 3773 Diamond Head Circle, Honolulu, Hawaii 96815

Business Phone Number: (808) 7348619

Page 10. Paragraph 3.1 Amendment to Declaration of Condominium Property Regime is amended as follows:

First Amendment to Declaration of Condominium Property Regime dated February 22, 2010, filed in the Bureau of Conveyances on April 7, 2010 as Document No. 2010-045987. The Condominium Map 4682

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Changes continued:

Page 13, Paragraph 5.1 Sales Documents filed with the Real Estate Commission the Escrow Agreement has been superseded with a new Seller Molly Jeanette Jones and the same Escrow Title Guaranty Escrow Services, Inc. with a revised description of Unit 1 and Unit 2 of the Eggerking Estates condominiums set forth in the 1st Amendment to the Declaration of Condominium Property Regime.

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The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

MOLLY JEANETTE JONES

Printed Name of Developer

Molly Jeanette Jones April 28, 2010
Duly Authorized Signatory Date

MOLLY JEANETTE JONES, Developer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Kauai

Planning Department, County of Kauai

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

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SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

See page 18.

SPECIAL NOTICE:

This is a condominium project, not a subdivision. There are County restrictions on the number of dwelling units, or other structures, which may be built upon the property. Therefore, unless the purchaser is purchasing an existing dwelling, there is no assurance or warranty that the purchaser will be able to build a dwelling unit on the property. There also is no assurance that the purchaser will be able to convert an existing non-residential structure to residential use. The purchaser should consult with the appropriate County agencies to determine whether the purchaser may build a dwelling unit, or any other type of structure.

Prior to purchase, the prospective purchaser is advised to review this condominium project with the respective Kauai County Planning offices to receive the most recent directives concerning development, replacement, expiration or construction of any type of structures for this condominium project in the future.

1. There is presently one (1) residential dwelling and one (1) garage structure on the project.
2. Issuance of an effective date for this Public Report does not constitute an approval of the project by the Real Estate Commission, or any other governmental agency, nor does it imply that all County codes, ordinances and subdivisions requirement have been complied with.
3. This project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit is shown on the Condominium Map is not a legally subdivided lot. The dotted or dash lines on the Condominium Map generally represent the location of the Unit boundaries and/or easements.
4. Facilities and improvements normally associated with County approved subdivisions such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic drainage facilities, etc. may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHSER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	n/a
Address of Project	337 Eggerking Road, Kapaa, Hawaii 96746
Address of Project is expected to change because	n/a
Tax Map Key (TMK)	(4) 4-1-016-072
Tax Map Key is expected to change because	n/a
Land Area	18,000 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	n/a

1.2 Buildings and Other Improvements

Number of Buildings	Two (2)
Floors Per Building	One (1)
Number of New Building(s)	n/a
Number of Converted Building(s)	two (2)
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
Unit 1	1	3/1	1,800 s.f.	180 s.f.	porch/lanai	1,980 s.f.
Unit 2	1	1 garage/ 1 bath	780 s.f.	195 s.f.	mech/equip/ lanai	975 s.f.
See Exhibit <u> C </u> .						

2	Total Number of Units
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit E _____.

Described as follows:

See Exhibit E

Common Element	Number
Elevators	-0-
Stairways	-0-
Trash Chutes	-0-

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit E _____.

Described as follows:

See Exhibit E

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: Pets: See Section 12.1 and 12.2 of the Bylaws.
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: See Section 10.1, Sections 13.2, 13.3 and 13.4 of the Declaration
<input type="checkbox"/>	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit F _____ describes the encumbrances against title contained in the title report described below.

Date of the title report: April 14, 2010

Company that issued the title report: Title Guaranty of Hawaii, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input checked="" type="checkbox"/>	Residential	One (1)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-6
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Other (Specify): Garaage	One (1)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-6
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>			

1.15 Conversions

<p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p>	<p><input checked="" type="checkbox"/> Applicable</p> <p><input type="checkbox"/> Not Applicable</p>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units: Based on the Architect's Condition Report dated November 2, 2006, prepared by Palmer W. Hafdahl, Registered Professional Architect No. 8387, the Developer states that the structural components, mechanical electrical and plumbing installations of the dwelling structure located on Unit 1 and the garage located on Unit 2 appear to be in satisfactory and sound condition for the stated age.</p>	
<p>Developer's statement of the expected useful life of each item reported above: The dwelling structure on Unit 1 and the garage structure on Unit 2 have an expected useful life in excess of twenty (20) years.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations: n/a</p>	
<p>Estimated cost of curing any violations described above: n/a</p>	

<p>Verified Statement from a County Official</p>	
<p>Regarding any converted structures in the project, attached as Exhibit <u>G</u> is a verified statement signed by an appropriate county official which states that either:</p> <p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance; <p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>	
<p>Other disclosures and information: n/a</p>	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: MOLLY JEANETTE JONES Business Address: 337 Eggerking Road Kapaa, Hawaii 96748 Business Phone Number : (88) 8358766 E-mail Address: moljones@yahoo.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	n/a
2.2 Real Estate Broker	Name: Pacific Ocean Properties, Inc. Business Address: 2253 Poipu Road, Koioa, Hawaii 96766 Business Phone Number: (808) 6426425 E-mail Address: gy3@hawaiiantel.net
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen Street, Honolulu, Hawaii 96813 Business Phone Number: (808) 5240211
2.4 General Contractor	Name: n/a Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: Self managed by Association Business Address: 337 Eggerking Road, Kapaa, Hawaii 96746 Business Phone Number: (808) 8358766
2.6 Attorney for Developer	Name: Hiroshi Sakai Business Address: 3773 Diamond Head Circle, Honolulu, Hawaii 96815 Business Phone Number: (808) 7348619

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Declaration of CPR	July 22, 2008	2008-121037

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
1st Amendment to Declaration	February 22, 2010	2010-045987

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
By Laws of the CPR	July 22, 2008	2008-121038

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
n/a		

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4682
Dates of Recordation of Amendments to the Condominium Map: First Amendment to the Condominium Map - April 7, 2010	

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>B</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: April 23, 2010 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit <u>D</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Purchase Money Mortgage	The lender has priority over Buyer's rights under a Sales Contract. If
July 28, 2009	Developer defaults, the transaction will not close and Buyer will be
	entitled to the return of all deposits as provided in the Sales Contract.

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:	
Building and Other Improvements:	None
Appliances:	None

EXHIBIT B
SUMMARY OF SALES CONTRACT

The Sales Contract contains the price and other terms and conditions under which a Buyer will agree to buy a unit in the Project.

(a) There is a Disclosure by the parties as to who represents Seller and who represents Buyer.

(b) The initial deposit check remains uncashed and retained by Buyer's Broker or deposited with Title Guaranty Escrow Services, Inc. Two options – if Buyer desires interest he will pay the processing fee. If Buyer does not establish the account then interest belongs to Seller.

(c) If the parties agree as to the scheduled closing date with no automatic right to extend, then the closing shall take place as scheduled. If a party cannot close by the closing date then the parties must agree to an extension for the period as agreed upon.

(d) The contract provides for prorations, closing adjustments and closing costs.

(e) There are cancellation and reaffirmation provisions under the Sales Contract and the benefited party may exercise such provision as provided in the Sales Contract. The parties to execute such cancellation or reaffirmation as provided in the Sales Contract and the parties to be relieved of performing as provided under the contract. Neither party shall have any further rights under the contract thereafter.

(f) There is a default provisions in favor of : (i) Seller, if Buyer fails to perform and Seller not being in default, Seller may bring action for damages for breach of contract, retain deposits as liquidated damages and recover costs from Buyer and (ii) Buyer, if Seller fails to perform and Buyer not being in default, Buyer may bring action for damages for breach of contract, specific performance and recover costs from Seller.

(g) The contract provides for mediation and arbitration if any dispute or claim arises under the contract.

(h) That the unit will be subject to various legal documents, including Developer's Public Report, Declaration, By Laws, Building/House Rules, Condominium Map, Escrow Agreement, Unit Deed, Certificate of Architect, Engineer or Surveyor and any other documents which the Buyer is given a copy of and for which he has receipted for the same.

The Sales Contract contains various other provisions with which the Buyer should become acquainted.

EXHIBIT C

SCHEDULE OF UNITS AND COMMON INTERESTS

Quantity	Unit No.	Area of Unit (Sq.ft.)	No. of Br/Bath	Net Living Area (Sq.ft.)	Appx. Other Area (Sq.ft.)	% of Common Interest
1	1	9,316 s.f,	3/1	1,800 s.f,	Porch/lanai 180 s.f.	50%
1	2	7,934 s.f.	1 Bath	garage 780 s.f.	Mech/equip Lanai 195 s.f..	50%

Pursuant to Section 16-107-5 Hawaii Administrative Rules, reference is hereby made to the method by which the common interest has been computed. There are two (s) units, each of which will burden the common elements equally. Therefore, the assessment of undivided interest both for common expense and for voting is 50% for each unit.

The common interest appurtenant to each unit shall be permanent. Subject to the zoning requirements and amendments of the Condominium Map and the Declaration of Condominium Property Regime, each unit owner may use the unit, alter or add to it in any manner deemed desirable, so long s it is permitted by law and the Declaration of Protective Covenants and House Rules, if any. If adjoining unit owners desire to alter and/or transfer portions of their respective units, they can do so by the filing of an amendment to the Condominium Map and the Declaration of Condominium Property Regime together with their respective signatures.

Note: The land areas referenced herein are not legally subdivided lots.

EXHIBIT D
Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits, which a Buyer makes under a Sales Contract, will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

- (a) Developer will let purchaser know when payments are due.
- (b) Escrow will arrange for purchasers to sign all necessary documents.
- (c) The Escrow Agreement states the following conditions under which a refund will be made to a Buyer. Developer and Buyer must make a written request of Escrow:
 - (a) Requesting the return of purchaser's funds to purchaser; (b) Notifying Escrow of Developer's exercise of any option to rescind the Sales Contract; or (c) Notifying Escrow that the conditions provided for a refund under Section 514B-86 or 514B-87 of the Condominium Act have been met.
- (d) The Escrow Agreement says what will happen to a Buyer's funds upon a default under the Sales Contract, that is, the Buyer's funds shall be retained by the Seller as liquidated damages.
- (e) A summary of the conditions under which disbursements of other Buyer's fund may be made are as follows:
 - (1) Escrow shall make no disbursements of Buyer's fund or proceeds on the sale of such unit including any payments made on loan commitments from permanent lender, except by way of refunds thereof as provided herein below until;
 - (i) Escrow receives a copy of a "Receipt for Public Report(s) and Notice of Right to Cancel", in the form specified by Section 514B-86 of the Condominium Act;
 - (ii) Escrow has received a certification from Developer, acceptable to Escrow, stating that the Sales Contract has become effective and the requirements of Sections 514B-86 and 514B-87 have been met; and
 - (iii) Until the Buyer's unit deed is recorded in the Bureau of Conveyances, State of Hawaii

The Escrow Agreement contains various other provisions and establishes certain charges with which the Buyer should become acquainted..

Note: Section 514B-87, Hawaii Revised Statutes provides for Rescission Rights to a purchaser under a binding Sales Contract if there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) such

Buyer's unit or appurtenant limited common elements, or (2) those amenities of the Project available for such Buyer's use.

EXHIBIT E

COMMON ELEMENTS OF THE PROJECT

The common elements of the Project and which the units have immediate access to include:

- a. The land in fee simple.
- b. The common element driveway of 750 square feet as shown on the Condominium Map No. 4682, as amended, for the maintenance, upkeep and use of both lots.
- c. All commonly used present and future ducts, vents, shafts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, telephone equipment, pipes, wiring, and other central and appurtenant installations over, under and across the Project which serve more than one Apartment Unit for services such as power, light, water gas (if any), cablevision (if any), sewage, refuse, telephone, radio and television signal distribution, and irrigation.
- d. any and all other future elements and facilities in common use or for the benefit of Apartment Unit owners or necessary to the existence, maintenance and safety of the Project; and
- e. the limited common elements and all other portions of the project, other than the Units, necessary or convenient to the project's existence, maintenance and safety or that are normally in common use and which are not included as part of a Unit, including but not limited to those common elements described and shown on the Condominium Map.

The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof, except as provided in the Condominium Property Act. Any such partition or division shall be subject to the prior consent thereto by the holder(s) of all mortgage(s) of any Apartment Unit(s) which are filed of record.

LIMITED COMMON ELEMENTS OF THE PROJECT

Certain parts of the common elements, referred to as the "limited common elements," may have been designated and set aside for the exclusive use of one or more units. Such unit(s) have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements, if any, so set aside, reserved and deemed a limited common element appurtenant to and for the exclusive use of each respective unit is that certain land area upon and around which Units 1 and Unit 2 are located, shown and designated on the Condominium Map and the table below.

Apartment Unit Number	Area of Limited Common Element
1	9,316 square feet
2	7,934 square feet

Any shutters, storage closets, awnings, window boxes, doorsteps, stoops, porches, balconies, lanais, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the Unit's boundaries, are limited common elements.

Any entrance, exit, gateway, entry, patio, yard, driveway or steps which would normally be used only for purposes of ingress to and egress from a Unit shall be a limited common element appurtenant to and reserved for the exclusive use of such Unit.

Except for liability created by negligence or intentional acts, all costs of every kind pertaining to the aforesaid limited common elements, including, but not limited to, costs of, landscaping, maintenance, repair, replacement and improvement, shall be borne solely by the owner of the Apartment Unit to which said limited common elements are appurtenant. Utilities will be connected at the expense of individual Apartment Unit owners.

Note: Land areas referenced herein are not legally subdivided lots.

EXHIBIT F

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, if any, that may be due and owing.

Apt. Apt. 1 is covered by Tax Key: (4) 4-1-016-072,
HPR No. 0001.

Apt. Apt. 2 is covered by Tax Key: (4) 4-1-016-072,
HPR No. 0002.

2. Road as shown on map attached to Land Patent Grant Number 12,075, dated April 11, 1951.
3. 2-feet wide, future road widening reserve along Eggerking Road. There shall be no new structures permitted within the reserve, new structures shall be set back from the reserve, as contained in instrument dated July 31, 2001, recorded as Document No. 2001-146904.

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY
REGIME FOR
"EGGERKING ESTATES" CONDOMINIUM
PROJECT

DATED : July 22, 2008
RECORDED : Document No. 2008-121037
MAP : 4682 and any amendments thereto

Said Declaration was amended by instrument dated February 22, 2010, recorded as Document No. 2010-045987.

5. The terms and provisions contained in the following:

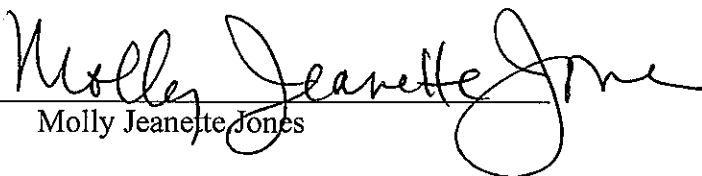
INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF
APARTMENT UNIT OWNERS

DATED : July 22, 2008
RECORDED : Document No. 2008-121038

EXHIBIT H
EGGERKING ESTATES
Registration No. 6296
MAINTENANCE FEES

1. Name of Project: EGGERKING ESTATES
2. Address: 337 Eggerking Road, Kapaa, Hawaii 96746, area 18,000 square feet.
3. Name of Owner and Developer: MOLLY JEANETTE JONES
4. Address of Developer: 337 Eggerking Road, Kapaa, Hawaii 96746.
Telephone: (808) 6358766.
5. Project Manager or Agent: Self managed by Association of Unit Owners.
6. Address of Association: 337 Eggerking Road, Kapaa, Hawaii 96746.
7. Maintenance Fees; The maintenance fees are calculated on the common interests which is 50% for each unit. There are presently no maintenance fees assessed on Units 1 and 2 and each unit has direct access through a 15 foot right of way to Eggerking Road, Kapaa, Hawaii. The units shall share equally in the repair and maintenance of the 15 foot right of way and Easements S-1 and S-2 at such time the septic sewer system is installed and maintained. Each Unit Owner to take out his or her own insurance for their respective Units and their appurtenant limited common elements. In addition each Unit Owner shall add the name of the Association as an additional assured to the 15 foot right of way and Easements S-1 and S-2 that they have access to.
8. Commencement of Maintenance Fees; At such time that the unit owners decide that a maintenance fee is necessary and desire the maintenance fee to commence for their respective roadway and utility easements. Each owner to maintain his or her own respective unit at his or her own cost and expense.
9. Warranties: The Project is a fee simple condominium project and there are no warranties.
10. Project: The Project consists of two (2) units of which Unit 1 is a one story residential dwelling with a maximum of 3 bedrooms and limited common element land area of 9,316 square feet. Unit 2 is a one story garage structure that may be converted into a dwelling with a maximum of 2 bedrooms and a limited common element land area of 7,954 square feet. The uses will be residential and other uses that are allowed by the County of Kauai ordinances for all Units and the State land use law, rules and regulations.

Dated: Kapaa, Hawaii, this 22 day of February, 2010


Molly Jeanette Jones